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# **Shipping Addresses**

Code	Detail	
0001	Org:	AO901 Office of Finance
	Addr:	333A Ford House Office Building
	Phone:	Washington DC 20515 Office of Finance ( ) - ext.
	Fax:	( ) - ext.

# **Invoice Addresses**

Code	Detail	
0001	Org:	AO901 Office of Finance
	Addr:	H2-331 Ford H.O.B.
	,	Washington DC 20515  No Contacts Identified  ( ) - ext.
	Fax:	( ) - ext.

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# SECTION B -- SUPPLIES OR SERVICES AND PRICES

# B.1 INCIDENTAL SERVICES, TRAVEL, AND EXPENSES

Unless separately priced and awarded, the cost of all local (Washington, D.C. Metropolitan Area) services, travel, and any other expenses incurred incident to performance of work shall be borne by the contractor.

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# SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

# C.1 DETAILED STATEMENT OF WORK

See Section J, Attachment 1 for Detailed Statement of Work.

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#### SECTION D -- PACKAGING AND MARKING

#### D.1 PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

#### D.2 MARKING

All information submitted, including forms, reports, etc. to the Contracting Officer or Contracting Officer's Representative, or as specified in the contract, shall clearly indicate the contract number and task order number fro which the information is being submitted.

#### D.3 PACKAGING

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to ensure acceptance by common carrier and safe arrival at destination. Printing, copying, and finishing (e.g., binding of packages) shall be accomplished in the most economical manner consistent with commercial practices.

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#### SECTION E -- INSPECTION AND ACCEPTANCE

#### E.1 HC.5.003 INSPECTION OF SERVICES

**JUNE 2002** 

- a. Definitions. "Services," as used in this clause, include services, workmanship, and material furnished or utilized in the performance of services.
- b. The Contractor shall provide and maintain a quality assurance system acceptable to the House covering the services under this contract. Complete records of all quality assurance work performed by the Contractor shall be maintained and made available to the Contracting Officer (CO), Contracting Officer's Representative (COR) or their designated representative, during contract performance and for one year after contract termination.
- c. The COR has the right to inspect and test all services called for by the contract at all times and places during the term of the contract. The COR shall perform quality assurance reviews and tests in a manner that will not unduly delay or impede the contractor's work.

#### E.2 HC.5.004 FAILURE TO PERFORM

**AUGUST 2002** 

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

- a. Refer to Section F, HC.6.016, Payment for Non-performance.
- b. Reduce the contract price to reflect the reduced value of the services performed; or
- c. Terminate the contract for default.

### E.3 HC.5.005 INSPECTION AND ACCEPTANCE

**AUGUST 2002** 

- a. Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the COR, in accordance with provisions specified in this contract and applicable task orders. The COR reserves the right to conduct any quality assurance reviews and tests it deems necessary to assure that the services provided conform in all respects to the contract specifications. Services which upon quality assurance reviews are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, including resolution time, will be provided to the Contractor by the CO. Deficiencies thus reported shall be corrected by the Contractor in a timely period as specified by such quality assurance reviews or, with written request for an extension, mutually agreed to by the parties.
- b. Written notification of negative quality assurance review results will be furnished within thirty (30) days after completion of quality assurance reviews.
- c. All subcontracts let by the Contractor shall be subject to the CO's written approval and the provisions specified above, as noted at the time of approval.
- d. All facilities utilized by the Contractor in performance of work under this contract shall be subject to inspection by officials of the House and the Architect of the Capitol.
- e. The Contractor shall respond to all quality assurance reports within the time frame specified in each quality assurance review, annotating what actions have been taken.

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f. The CO shall have the right to send his representative into areas assigned for the use of the Contractor's employees, at any time, for quality assurance or other purposes approved by the CO.

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#### SECTION F -- DELIVERIES OR PERFORMANCE

#### F.1 HC.6.001 PERIOD OF PERFORMANCE

**MAY 2001** 

Contract period of performance shall extend from date of award through approximately 48 months.

#### F.2 HC.6.003 OPTION TO EXTEND THE TERM OF THE CONTRACT

MAY 2001

- a. The House may extend the term of this contract up to 3 times for a period up to 12 months each. Preliminary written notice to the contractor of the House's intention to exercise these options will be at least 30 days before the contract expires. The preliminary notice does not commit the House to an extension.
- b. The total duration of this contract, including the exercise of any options under this clause shall not exceed 84 months.

#### F.3 HC.6.005 NOTICE TO THE HOUSE OF DELAYS

MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

### F.4 HC.6.007 SUSPENSION AND DEBARMENT

**MAY 2001** 

- a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.
- (1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:
- (a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;
- (b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;
- (c) Of the cause(s) relied upon for imposing suspension;
- (d) Of the extent and effect of the suspension; and
- (e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.
- (2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.

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- (3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.
- b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.
- (1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.
- (2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:
- (a) That debarment is being considered;
- (b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;
- (c) Of the cause(s) relied upon for proposing debarment;
- (d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
- (e) Of the effect of the issuance of the notice of proposed debarment; and
- (f) Of the potential effect of an actual debarment.
- c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:
- (a) Referring to the notice of proposed debarment;
- (b) Specifying the reasons for debarment;
- (c) Stating the period of debarment, including effective dates; and
- (d) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.
- d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

### F.5 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

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F.6 HC.6.010 PLACE OF PERFORMANCE

JUNE 2002

House Capitol Hill Office Buildings, Washington, D.C.

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#### SECTION G -- CONTRACT ADMINISTRATION DATA

#### G.1 HC.7.002 MODIFICATIONS

**MARCH 2001** 

Administrative changes, e.g. address corrections, are approved by the CO and all other changes, modifications, additions or deletions, which change the scope of this contract, must be prepared in writing as formal modifications signed by both parties.

G.2 HC.7.003 INVOICES

MAY 2001

The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. If you have not already provided the House your financial institution routing and account numbers, to obtain an automated clearing house (ACH) enrollment form please call the EFT help line at 202-226-2277.

A summary invoice shall be submitted to COR via email, and will include the following information at a minimum contract number, task or purchase order number, and service time period.

The House does not pay federal, state or local taxes unless mandated by law.

#### G.3 HC.7.004 INVOICE FOLLOW-UPS

MAY 2001

All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

### G.4 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

MAY 2001

#### a. Contracting Officer:

William L. Dellar, Associate Administrator, Office of Procurement Room 359, Ford House Office Building, U.S. House of Representatives Washington, DC 20515

Telephone: (202) 225-2921 Fax: (202) 226-3850

The contracting officer has the overall responsibility for the award and administration of this contract. The contracting officer alone, without delegation, is authorized to take actions on behalf of the House to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details, and/or delivery schedules. However, the contracting officer may delegate certain other responsibilities to authorized representatives.

Additional responsibilities of the CO are as follows:

- · Reviewing the COR's reports and indicating acceptance or rejection. If rejected, the CO will note the reason for the rejection and recommend any changes that will bring the report into acceptance. The CO will forward these reports back to the COR.
- · The CO is required to approve all contract modifications, including cost changes.

#### b. Contracting Officer's Representative:

The COR, to be appointed by the contracting officer is designated to assist in the discharge of the contracting officer's responsibilities when the CO is unable to be directly in touch with the contract work. The responsibilities of the COR include, but are not limited to:

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determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer's representative in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; reviewing and approving contractor invoices and conducting or witnessing the conduct of any inspections and/or tests that my be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, or pricing of the contract or direct the contractor to perform services outside of the scope of the contract.

Additional responsibilities of the COR are as follows:

- · Reviews and approves the status from, and performance reports on, the contractor.
- · Processing of contractor invoices.
- · Submission of a monthly summary report to the CA- The COR will prepare a monthly summary report to be provided to the CO during the first week of each month. The monthly summary report, based on the contractor's status reports, performance reports, and a synopsis of the monthly meetings will include: a summary of work performed/in-process/completed to date (including major accomplishments and/or anticipated delays), performance measurements, outstanding and/or potential issues, and the status of any game plan to cure a performance discrepancy.
- · Establishing and adhering to, at a minimum, a monthly status/progress meeting with the contractor and designated House staff. Maintaining minutes of those meetings.
- · Providing the CA with all contract related documents (e.g. signed invoices, reports) for the official contract file.
- c. Contract Administrator

Lawrence B. Toperoff Procurement Director Office of Procurement 356 Ford House Office Building U.S. House of Representatives Washington, D.C. 20515 phone: 202.226.2523

fax: 202.226.2214

e-mail: lawrence.toperoff@mail.house.gov

The contract administrator prepares and issues all modifications to the contract, maintains the contract file with all reports, contractual nomenclature, and approved invoices, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

The CA is also responsible for:

- · Ensuring all required documents are in the contract file.
- · Attending status meetings on behalf of the CO.
- · Reviewing invoices and written reports.

#### G.5 HC.7.009 KEY PERSONNEL

MAY 2001

The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager, project managers, and technical leads as key personnel.

For each personnel please provide the following information: individual's name, title, telphone number, and e-mail address.

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The contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as Key Personnel are subject to approval of the CO. The contractor must notify the contracting officer (CO) of changes to the key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the pre-award stage and be accepted, in writing, by the CO. The CO will notify the contractor after receipt of all required information (including resumes of substitutes) of the decision on substitutions within 10 business days.

#### G.6 HC.7.010 POST AWARD CONFERENCE

**MAY 2001** 

A post award conference will be held with the contractor to review contract administration issues that are contained in Section G.

# G.7 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE

**AUGUST 2002** 

The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues once raised will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.

Issues that cannot be resolved between the Contractor and the COR, or resolution that would require a modification to the contract, will be brought to the immediate attention of the CA. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.

Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 HC.8.001 INSURANCE

MAY 2001

The contractor shall carry and maintain, during the entire period of performance under this contract, the following:

- a. Workers' compensation and employee's liability insurance: minimum \$100,000 per incident.
- b. Automobile (vehicle) general liability insurance: minimum \$200,000 per person; \$1 million per accident; property damage \$50,000.
- c. Comprehensive general liability: minimum of \$1 million bodily injury per occurrence.
- d. Other insurance as directed by the contracting officer.

#### H.2 HC.8.002 IDENTIFICATION BADGES

**MAY 2001** 

The contractor shall see that each new employee has a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with clause HC.8.003 of this contract. House procedures will be followed with regard to contract employees.

#### H.3 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK MAY 2001

- a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of contract work. The COR will provide the contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.
- b. The employee shall be fingerprinted by the Capitol Police and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the COR. The COR will then direct the contractor to immediately remove that employee from any work under this contract.
- c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police every three years.

### H.4 HC.8.004 SOFTWARE AND HARDWARE SECURITY PROVISIONS MARCH 2004

All contractor software, hardware, and personnel that interface with House offices, including Leadership, Member, Committee, Officer and subordinate offices, such as House Information Resources (HIR), are subject to the rules, regulations, and sanctions as outlined in House Information Security Policies (HISPOL). HISPOLS may be obtained on the Internet at www://house.gov by clicking on Current Solicitations under the General Information heading, and then selecting Current Solicitations again. A hard copy may be obtained by calling the HIR Information Systems Security Office at 202-226-4988.

Contractor personnel must be eligible for a Federal government security clearance if access to Confidential Business Information or Confidential House Information (as are defined in HISPOL 002.0) is required. Individual House Offices or CAO Business Units may require an Office of Personnel Management (OPM) Extended Background Investigation or other security clearance, as deemed

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necessary. In addition, contractor personnel must not remove Confidential Business Information or Confidential House Information from the Capitol campus.

All system servers must receive security certification from the HIR Information Systems Security Office prior to implementation on the House network. This certification will follow successful completion of a system security compliance audit and will be signed by the Director of the Office.

#### H.5 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS

MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

#### H.6 HC.8.006 NEWS RELEASES

MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

#### H.7 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

**AUGUST 2003** 

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" (Section J) prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House.

#### H.8 HC.8.008 WARRANTY

**JUNE 2001** 

- (1) All warranty rights applicable to House owned equipment shall apply and pass through to any House designated contractor/vendor acting on the Original Equipment Manufacturer's behalf to service and maintain equipment. The contractor (if they are the resellers of equipment) must notify the office that this warranty exists and disclose the terms, conditions, and period of performance under the warranty.
- (2) Warranty period shall begin on the official installation date as identified on the equipment installation notice provided to the House's Office Systems Management department. Warranties must be on site unless otherwise specified.
- (3) For equipment that has not been covered under a maintenance work contract since the end of its warranty period, the contractor shall inspect equipment to determine if it is in good operating condition. If repair is required to bring the equipment up to good operating condition, the repair cost, if any, will be billed to the House according to the contractor's published time and materials rates. Commencement date for maintenance of equipment will begin on date of inspection and verification that equipment is in good operating condition.

#### H.9 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS

**JUNE 2001** 

The House and contractor agree that all data procured under this contract and data transferred by the House to the contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The contractor agrees to notify the House immediately if anyone

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requests any access to House information and further agrees not to provide access to or release any information without prior written approval by the House contracting officer. This includes Freedom of Information Act (FOIA) requests.

#### H.10 HC.8.011 INFORMATION SECURITY

MAY 2002

Applicable to software development or hardware projects. The contractor warrants that each hardware, software, and firmware product delivered under this contract and listed shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the U.S. House of Representatives for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contracty in such commercial warranty or warranties, the remedies available to the U.S. House of Representatives under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance.

#### H.11 HC.8.012 SYSTEMS DEVELOPMENT LIFE CYCLE

**JUNE 2002** 

House systems are developed in accordance with the attached system development life cycle (SDLC) dated 3/24/99 and approved June 22, 1999 by the Committee on House Administration. The successful offeror shall comply with the applicable sections of the House SDLC in execution of this contracting effort. See Section J attachments.

#### H.12 HC.8.013 COMPLIANCE WITH EMERGENCY PROCEDURES

JUNE 2002

For contractors working in House spaces, the contractor agrees to post in all work areas a CAO provided Emergency Evacuation Plan and to instruct all its employees regarding their obligations to follow such plans. Additionally the contractor must also provide the COR with the names of a designated Emergency Monitor and Alternate Monitor for each work area and comply with all safety requirements of the CAO and the House of Representatives. The contractor must also prominently post additional evacuation plans as requested by the CAO. In the event of a fire or other emergency, the contractor will ensure that it will provide notice to the Capitol Police by calling 911.

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#### SECTION I -- CONTRACT CLAUSES

#### I.1 HC.9.002 **OBSERVANCE OF LAWS**

MAY 2001

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

#### I.2 HC.9.003 **DISPUTES**

MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 30 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

#### I.3 HC.9.004 **AVAILABILITY OF FUNDS**

MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

#### I.4 HC.9.007 ORDER OF PRECEDENCE

**MARCH 2002** 

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

#### I.5 HC.9.008 TAX EXEMPTION

**JUNE 2002** 

Unless otherwise provided by statute, the House is exempt from all taxes, including any sales and use taxes.

#### HC.9.009 COMPLIANCE WITH ALL LAWS I.6

**JUNE 2002** 

Contractor warrants that the products sold or services furnished under this order have been produced or furnished in full and complete compliance with all applicable laws and regulations. Contractor agrees to execute, upon the House's request, the House's standard form of Certification of Compliance covering any law or regulation, which Certification of Compliance form, upon execution by contractor, shall become a part hereof without further reference thereto. Contractor further agrees to hold the House harmless from any and all liabilities, claims, fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by contractor of items which do not meet the requirements of any applicable laws or regulations.

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Consistent with the Federal Tort Claims Act (28 U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

#### I.8 HC.9.011 LIABILITY OF THE CONTRACTOR

**JUNE 2002** 

Contractor assumes all risk of loss of or damage to any property of the House entrusted to contractor while in contractor's possession or otherwise under contractor's control. In the event of loss or irreparable damage, contractor shall promptly reimburse the House for the value of the article. Any other damage shall be promptly repaired by contractor at contractor's expense.

### I.9 HC.9.012 TERMINATION

**JUNE 2002** 

The House has the right to terminate this order in whole or in part at any time with 30 day written notice to the contractor. In such event, contractor may claim only properly supported out-of-pocket costs plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures. For specially prepared products, unique to the House's order, any partially completed work or raw materials whose full costs are included in the termination charges shall be identified in writing and held by contractor for disposition in accordance with the House's written instructions. Notwithstanding the foregoing, the House reserves the right to cancel all or any part of the undelivered portion of this order, without liability, in addition to the House's other rights and remedies, if contractor breaches any of the terms and conditions herein.

#### I.10 HC.9.013 GRATUITIES

**JUNE 2002** 

This order may be terminated if it is determined by the House that a gratuity (e.g., an entertainment or gift) was offered or given to any Member, officer, or employee of the House with the intention of obtaining this order or gaining favorable treatment under this order. No Member, officer, or employee of the House shall share any personal benefit of this order.

#### I.11 HC.9.014 ASSIGNMENT

**JUNE 2002** 

Neither this order nor the obligation of contractor to perform hereunder shall be assigned or delegated by contractor without the House's consent. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default. None of the provisions, terms and conditions contained in this order may be added to, modified, superseded or otherwise altered except by a written instrument signed by the authorized representative of the party against whom its enforcement is sought, and each shipment received by the House from contractor shall be deemed to be only upon the terms and conditions contained herein regardless of any contrary or additional provisions contained in any acknowledgement, invoice or other form of contractor and not withstanding the House's act of accepting or paying for any shipment or similar act of the House.

#### I.12 HC.9.015 HOUSE RULES

**MAY 2002** 

This contract shall be governed in accordance with House Rules and regulations and all applicable statutes regarding performance and any dispute arising therefrom.

#### I.13 HC.9.016 PATENT INFRINGEMENT

**MAY 2002** 

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The contractor warrants that the products, in the form delivered to the House, are free from any valid claim for patent infringement and that any labels or trademarks affixed thereto by or on behalf of contractor are free from any valid claim for copyright or trademark infringement and agrees to save and hold harmless and indemnify the House against such infringement liability based upon the House's possession thereof without alteration.

#### I.14 HC.9.019 BUY AMERICAN

**MARCH 2003** 

Unless otherwise specified, items are to be of the growth and manufacture of the United States, provided such items are upon as good of terms regarding quality and price as like items of foreign growth and manufacture. An item shall be deemed to be manufactured in the United States if more than fifty (50%) percent of the cost of its components are of the growth and manufacture of the United States.

(a) Definitions. As used in this clause--

"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means--

- (1) An unmanufactured end product mined or produced in the United States; or
- (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means those articles, materials, and supplies to be acquired under the contract for House use.

"Foreign end product" means an end product other than a domestic end product.

(b) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certification."

#### I.15 TYPE OF CONTRACT

This award will be Time and Materials and/or Fixed Priced based upon award of individual contract line item number(s).

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# SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

# J.1 LIST OF ATTACHMENTS

Attachment 1	Detailed Statement of Work	60 pages
Attachment 2	Compliance Matrix	94 pages
Attachment 3	FSR System Requirements Specification 2.1 of December 15, 2003	
Attachment 4	Affirmation of Non-Disclosure	1 Page

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### SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

#### K.1 HC.11.001 GENERAL REQUIREMENTS

**JULY 2001** 

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

#### K.2 HC.11.002 FINANCIAL INFORMATION

**JULY 2001** 

The offeror shall furnish company financial data for the last 3 years at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements or Annual Reports published. Publicly held companies must also provide copies of Securities and Exchange Commission 10-K Reports and Proxy Statements filed.

#### K.3 HC.11.004 COMPANY BACKGROUND

JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company, and
- b. Key point of contact (POC) list and telephone number.

#### K.4 HC.11.007 ELIGIBILITY FOR AWARD

**JULY 2001** 

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

# K.5 HC.11.016 DUN & BRADSTREET NUMBER

**AUGUST 2002** 

Offeror's Dun and Bradstreet Number

### K.6 HC.11.017 AUTHORIZED COMPANY OFFICIALS

**AUGUST 2002** 

The offeror represents that the following individual(s) are authorized to negotiate on its behalf with the House in connection with this RFP. Please provide the following information in table on each individual: individual's name and title, telephone number, e-mail address.

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#### K.7 HC.11.019 SIGNATURE

**AUGUST 2002** 

certify that these representations, certifications, and other statements are complete and accurate to the best of my information and belief.		
DATE		

# K.8 HC.11.021 GENERAL SERVICES ADMINISTRATION SCHEDULE OR MARCH 2004 GOVERNMENT-WIDE ACQUISITION CONTRACT CERTIFICATION

The prime contractor, offeror to receive award, must hold a valid, currently in force, General Services Administration (GSA) Schedule or Other Government-Wide Acquisition Contract (GWAC) that allows placement of orders/awards against the applicable schedule or contract by a legislative branch agency. When responding to this solicitation the respective GSA Schedule or GWAC number, pertinent GSA Special Item Number(s) (SINs) or Contract Line Item Number(s) (CLINs), and contract end date must be provided along with the respective agencies contracting officer's name and phone number.

GSA Schedule or GWAC Number:

SINs or CLINs with Description: [List as necessary]

Contracting Officer Name:

Contracting Officer Telephone Number:

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### SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

#### L.1 PRE-PROPOSAL CONFERENCE

On April 27, 2004, a pre-proposal conference will be conducted in Room 108 of the Ford House Office Building, U.S. House of Representatives, Washington, DC to commence at 3:00 PM, and should last no more than 2 hours. No more than 3 personnel can represent each potential offeror and each potential offeror. Offerors must pre-register all attendees via e-mail not later than 2:00 PM on April 23, 2004, to lawrence.toperoff@mail.house.gov. All interested parties are encouraged to register and attend the pre-proposal conference.

#### L.2 HC.12.003 SUBMISSIONS

**MARCH 2004** 

Offerors shall submit one electronic version in Microsoft Word and Excel format, compatible to no greater than Microsoft Office 2000. Each portion of the response should be consistent with the instructions noted in each section of the solicitation and detailed statement of work. The potential offeror must provide a written response to this solicitation using the Table of Contents outlined in Appendix 9.1. See Section J Attachment 1 Detailed Statement of Work. Proposals shall be emailed to lawrence.toperoff@mail.house.gov. Facsimile proposals will NOT be accepted.

#### L.3 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO **SOLICITATIONS**

**JULY 2001** 

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

- (1) by signing and returning the amendment,
- (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- (3) by letter or telegram if authorized, The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

#### L.4 HC.12.008 INFORMATION DISTRIBUTION AND CONTACTS

JULY 2001

It is the intention of the House to provide equal treatment of all offerors involved in the proposal and award process. To achieve this goal we intend to provide all information relevant to the process to all participating offerors. Such information will include the distribution of all questions and answers to all participants. All questions from offerors should be submitted in writing.

The primary contact for all communications and questions is:

Lawrence B. Toperoff U.S. House of Representatives Office of Procurement 356 Ford Building Washington, D.C. 20515

email: lawrence.toperoff@mail.house.gov

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Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed-in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

(2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

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#### SECTION M -- EVALUATION FACTORS FOR AWARD

#### M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

**JULY 2001** 

The House intends to make a single award to offeror whose proposal meets the minimum requirements as stated in this RFP.

The review process will include two phases: a written and an oral. The review of the written proposals will act as a screening or elimination process to downsize to only those Potential Offerors that meet the minimum selection criteria established by the House. Minimum criteria are established by relevant factors, which are listed below.

The ability of the Potential Offeror's solution to meet the House's functional requirements.

The ability of the Potential Offeror's solution to meet the House's system requirements.

The ability of the Potential Offeror to demonstrate corporate capabilities in the enterprise financial system marketplace.

The ability of the Potential Offeror to demonstrate a clear commitment to Federal Marketplace.

The ability of the Potential Offeror to provide a solution that minimizes negative impacts to the business environment, user community and legacy systems through a Phased approach.

The ability of the Potential Offeror to demonstrate the financial viability for the lifecycle of the FSR project.

The ability of the Potential Offeror to demonstrate solid change management, program management, training and customer care programs.

The ability of the Potential Offeror to partner with the House on the solution during the complete project life cycle.

The ability of the Potential Offeror to provide the best overall value to the House, including, but not limited to, software licensing fees, hardware, maintenance, training, and consulting costs

The ability of the Potential Offer to demonstrate they have successfully integrated the selected software, or a very recent version, in at least one Government agency.

Those Potential Offerors whose responses meet the minimum criteria established by the House for the written RFP responses will then be asked to conduct an oral presentation detailing their proposed solution. Those selected will be notified as to when they will participate. The dates of these oral presentations will be randomly selected and no exceptions to the schedule will be permitted. These oral presentations will take place at the Washington, D.C. Capitol Hill Campus.

The following instructions are intended for those who will participate and are considered complete.

Each session will be 4 hours.

Each session will consist of a 3 hour presentation and a 1 hour question and answer period

The presentation will consist of the overall proposed solution, specifics on Mandatory House unique and JFMIP requirements associated with each CLIN identified per CLIN, and detail of the following scenarios as if they were to be demonstrated with the software.

The presentation must be conducted so an audience of 20-30 people may participate.

The presentation must be in electronic and paper format.

The intent is to have a presentation displayed from a PC/Laptop through a LCD Projector.

#### M.2 HC.13.002 CONTRACT AWARD

**JULY 2001** 

- a. The House intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award".
- b. The House may:
- (1) reject any or all offers, if such action is its interest,
- (2) waive informalities and minor irregularities in offers received.

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The House will select based on an integrated assessment of the offeror's proposal. Those potential offerors whose written responses to the RFP meet the minimum criteria established by the House will then be asked to conduct a oral presentation of their proposed solution. The dates of these oral presentations will be randomly selected and no exceoptions to the schedule will be permitted. The oral presentations will take place at the Washington, D.C. Capitol Hill Campus. See Section 3.3.5 of Section J, Attachment 1 Detailed Statement of Work for additional information.